

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

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TEE TURTLE, LLC,

Plaintiff,

v.

THE INDIVIDUALS, CORPORATIONS,
LIMITED LIABILITY COMPANIES,
PARTNERSHIPS, AND
UNINCORPORATED ASSOCIATIONS
IDENTIFIED ON SCHEDULE A TO THE
COMPLAINT,

Defendants.

Case No.: 22-cv-08888-VM

PRELIMINARY INJUNCTION ORDER

THIS MATTER comes before the Court on the application of Tee Turtle, LLC (“Plaintiff”), brought by way of Order to Show Cause, for entry of a Preliminary Injunction (the “Application”) against the Defendants identified on Schedule A to the Preliminary Injunction Order attached hereto (collectively, the “PI Defendants”) and using at least the domain names or online marketplace accounts identified on the Schedule A (collectively, the “PI Defendant User Accounts”); and

THE COURT having reviewed the papers in support of the Application; and the Court having found that Plaintiff meets the criteria for entry of preliminary injunctive relief; and

This Court further finds that it has personal jurisdiction over the PI Defendants because the PI Defendants directly target their business activities toward consumers in the United States,

including New York, offering to sell and ship products into this Judicial District. Specifically, PI Defendants are reaching out to do business with New York residents by operating one or more commercial, interactive Internet Stores through which New York residents can purchase counterfeit versions of Plaintiff's TEE TURTLE Products ("Counterfeit Products") incorporating at least one of Plaintiff's copyrights, which are covered by at least the U.S. Copyright Office Registration Nos. identified on Schedule B to the Complaint, including without limitation U.S. Copyright Office Registration Nos. VA 2-103-871, VA 2-235-407, and VAu 1-425-567 (the "TEE TURTLE Copyrights") and/or bearing, using, or infringing upon Plaintiff's trademark covered by U.S. Trademark Registration No. 4,587,024 (the "TEE TURTLE Trademark").

THIS COURT having determined that the evidence submitted in support of the Application establishes Plaintiff has a likelihood of success on the merits; that no remedy at law exists; and that Plaintiff will suffer irreparable harm, if the injunction is not granted including for example:

1. Through the Declarations of Nathan Monroe-Yavneh and Lisa Adams and accompanying evidence, Plaintiff has proven a prima facie case of copyright infringement because PI Defendants have copied Plaintiff's TEE TURTLE Copyrights without Plaintiff's consent. Further, Plaintiff has proven a prima facie case of trademark infringement because (1) the TEE TURTLE Trademark is registered with the U.S. Patent and Trademark Office and Plaintiff holds all right, title, and interest in and to the TEE TURTLE Trademark; (2) Plaintiff develops, markets, and sells products using the TEE TURTLE Trademark; (3) PI Defendants make, use, offer for sale, sell, and/or import into the United States for subsequent sale or use products using the mark covered by the TEE TURTLE

Trademark; (4) an ordinary observer would be deceived into thinking that the Counterfeit Products are the same as Plaintiff's TEE TURTLE Products, or would be confused by PI Defendants' use of the TEE TURTLE Trademark; and (5) PI Defendants are not licensed or authorized to use the TEE TURTLE Trademark and none of the PI Defendants is an authorized retailer of genuine TEE TURTLE Products.

2. PI Defendants' continued and unauthorized use of the TEE TURTLE Copyrights and/or TEE TURTLE Trademark irreparably harms Plaintiff through diminished goodwill and brand confidence, damage to Plaintiff's reputation, loss of exclusivity, and loss of future sales.
3. Monetary damages fail to address such damage and, therefore, Plaintiff has an inadequate remedy at law; and
4. The Public interest is served by entry of this Preliminary Injunction to dispel the public confusion created by PI Defendants' actions; and

THIS COURT having determined, therefore, that injunctive relief initially granted in the Temporary Restraining Order ("TRO") on October 20, 2022 [Dkt. No. 19] and later extended on November 2, 2022 [Dkt. No. 21] should remain in place through the pendency of this litigation and issuing this Preliminary Injunction is warranted under Federal Rule of Civil Procedure 65;

NOW THEREFORE, on this 17th day of November, 2022, this Court
ORDERS that:

1. PI Defendants, their affiliates, officers, agents, servants, employees, attorneys, confederates, and all persons acting for, with, by, through, under or in active concert with them be temporarily enjoined and restrained from:

- a. Using the TEE TURTLE Copyrights and/or TEE TURTLE Trademark or any reproductions, counterfeit copies, or colorable imitations thereof in any manner in connection with the distribution, marketing, advertising, offering for sale, or sale of any Counterfeit Products;
- b. Passing off, inducing, or enabling others to sell or pass off any product as a genuine TEE TURTLE Product that is not, in fact, Plaintiff's TEE TURTLE Product and/or not produced under the authorization, control, or supervision of Plaintiff and approved by Plaintiff for sale using the TEE TURTLE Copyrights and/or TEE TURTLE Trademark;
- c. Committing any acts calculated to cause consumers to believe that Defendants' Counterfeit Products are those sold under the authorization, control, or supervision of Plaintiff, or are sponsored by, approved by, or otherwise connected with Plaintiff;
- d. Further infringing the TEE TURTLE Copyrights and/or TEE TURTLE Trademark and damaging Plaintiff's goodwill;
- e. Shipping, delivering, holding for sale, transferring, or otherwise moving, storing, distributing, returning, or otherwise disposing of, in any manner, products or inventory not manufactured by or for Plaintiff, nor authorized by Plaintiff to be sold or offered for sale, and which

bear(s) any TEE TURTLE Trademark or any reproductions, counterfeit copies, or colorable imitations thereof;

- f. Using, linking to, transferring, selling, exercising control over, or otherwise owning the User Accounts, the Defendant Internet Stores, or any other domain name or online market place account that is being used to sell or is the means by which Defendants could continue to sell versions of Plaintiff's TEE TURTLE Products; and
- g. Operating and/or hosting websites and/or any other web presence registered or operated by Defendants that are involved with the distribution, marketing, advertising, offering for sale, or sale of any product using the TEE TURTLE Copyrights and/or TEE TURTLE Trademark.

2. Each PI Defendant, within fourteen (14) days after receiving notice of this Order, shall serve upon Plaintiff a written report under oath providing: (a) their true name and physical address, (b) all websites and online marketplace accounts on any platform that they own and/or operate (c) their financial accounts, including by way of example, all AliPay, AllPay/GoAllPay, Amazon, Bank of China, Coinbase, DHgate, eBay, HyperWallet, JD.com, Joom, Lakala, LianLian, OFX, Paxful, PayEco, Payoneer, PayPal, PingPong, SellersFunding, Shopify, Stripe, Union Mobile/UmPay/UmPay2, Walmart, Wise/TransferWise, Wish, and World First accounts, and (d) the steps taken by each Defendant to comply with paragraph 1, a through g, above

3. Within five (5) days of receipt of this Order, Alibaba, AliExpress, Amazon, eBay, etsy, Joom, Redbubble, and any other online marketplace platform or service provider hosting or servicing a PI Defendant User Account are directed to disable and cease providing services for

any PI Defendant User Accounts through which PI Defendants engage in the sale of counterfeit and infringing goods using the TEE TURTLE Copyrights and/or TEE TURTLE Trademark, including any accounts associated with the PI Defendants.

4. PI Defendants and any third party with actual notice of this Order who is providing services for any of the PI Defendants, or in connection with any PI Defendant User Account, including, without limitation, any online marketplace platforms such as Alibaba, AliExpress, Amazon, eBay, etsy, Joom, Redbubble, Facebook, Internet Service Providers (“ISP”), web hosts, back-end service providers, web designers, sponsored search engine or ad-word providers, banks, merchant account providers, including AliPay, AllPay/GoAllPay, Amazon, Bank of China, Coinbase, DHgate, eBay, HyperWallet, JD.com, Joom, Lakala, LianLian, OFX, Paxful, PayEco, Payoneer, PayPal, PingPong, SellersFunding, Shopify, Stripe, Union Mobile/UmPay/UmPay2, Walmart, Wise/TransferWise, Wish, and World First, third party processors and other payment processing service providers, shippers, and domain name registrars (collectively, the “Third Party Providers”) shall, within five (5) business days after receipt of such notice, provide to Plaintiff expedited discovery, including copies of all documents and records in such person’s or entity’s possession or control relating to:

- a. The identities and locations of PI Defendants, their agents, servants, employees, confederates, attorneys, and any persons acting in concert or participation with them, including all known contact information;
- b. The nature of PI Defendants’ operations and all associated sales and financial information, including, without limitation, identifying information associated with the PI Defendant User Accounts, and PI Defendants’ financial accounts,

as well as providing a full accounting of PI Defendants' sales and listing history related to their respective PI Defendant User Accounts;

- c. PI Defendant User Accounts or any domain name registered by PI Defendants;
- d. Any financial accounts owned or controlled by PI Defendants, including their agents, servants, employees, confederates, attorneys, and any persons acting in concert or participation with them, including such accounts residing with or under the control of any banks, savings and loan associations, payment processors or other financial institutions, including, without limitation, AliPay, AllPay/GoAllPay, Amazon, Bank of China, Coinbase, DHgate, eBay, HyperWallet, JD.com, Joom, Lakala, LianLian, OFX, Paxful, PayEco, Payoneer, PayPal, PingPong, SellersFunding, Shopify, Stripe, Union Mobile/UmPay/UmPay2, Walmart, Wise/TransferWise, Wish, World First, or other merchant account providers, payment providers, third party processors, and credit card associations (e.g., MasterCard and VISA).

5. PI Defendants and any persons in active concert or participation with them who have actual notice of this Order shall be temporarily restrained and enjoined from transferring or disposing of any money or other of PI Defendants' assets until further ordered by this Court.

6. Western Union shall, within five (5) business days of receipt of this Order, block any Western Union money transfers and funds from being received by the PI Defendants identified in Schedule A to the Preliminary Injunction Order until further ordered by this Court.

7. Alibaba, AliExpress, Amazon, eBay, etsy, Joom, Redbubble, and any other online marketplace platform or service provider hosting or servicing a PI Defendant User Account shall,

within five (5) business days of receipt of this Order, for any Defendant or any of PI Defendants' Online Marketplace Accounts or websites:

- a. Locate all accounts and funds connected to and related to PI Defendants, Defendants' Online Marketplace Accounts or PI Defendants' websites, including, but not limited to, any AliPay, AllPay/GoAllPay, Amazon, Bank of China, Coinbase, DHgate, eBay, HyperWallet, JD.com, Joom, Lakala, LianLian, OFX, Paxful, PayEco, Payoneer, PayPal, PingPong, SellersFunding, Shopify, Stripe, Union Mobile/UmPay/UmPay2, Walmart, Wise/TransferWise, Wish, and World First accounts connected to and related to the information listed in Schedule A to the Complaint; and
- b. Restrain and enjoin any such accounts or funds from transferring or disposing of any money or other of PI Defendants' assets until further ordered by this Court.

8. Any banks, savings and loan associations, payment processors, or other financial institutions, for any PI Defendant or any PI Defendant User Account, shall within five (5) business days of receipt of this Order:

- a. Locate all accounts and funds connected to PI Defendants, PI Defendants' Online Marketplace Accounts or PI Defendants' websites, including, but not limited to, any accounts connected to the information listed in the Schedule A to the Complaint; and
- b. Restrain and enjoin such accounts from receiving, transferring or disposing of any money or other of PI Defendants' assets until further ordered by this Court.

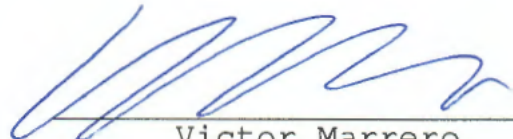
9. Plaintiff may provide notice of these proceedings to PI Defendants by electronically publishing a link to the Complaint, this Order and other relevant documents on a website or by sending an e-mail to all e-mail addresses identified by Plaintiff and any e-mail addresses provided for PI Defendants by third parties that includes a link to said website. The combination of providing notice via electronic publication or e-mail, along with any notice that PI Defendants receive from domain name registrars and payment processors, shall constitute notice reasonably calculated under all circumstances to apprise PI Defendants of the pendency of the action and afford them the opportunity to present their objections.

10. Plaintiff's Schedule A to the Complaint and Exhibit 2 to the Declaration of Lisa Adams shall become unsealed.

11. Any PI Defendants that are subject to this Order may appear and move to dissolve or modify the Order on two days' notice to Plaintiff or on shorter notice as set by this Court.

12. The five thousand dollars (\$5,000.00) bond posted by Plaintiff shall remain with the Court until a final disposition of this case or until this Preliminary Injunction is terminated.

Dated: November 17, 2022



Victor Marrero
U.S.D.J.

SCHEDULE A TO PRELIMINARY INJUNCTION ORDER

Doe No.	Defendant Seller	Defendant Online Marketplace
1.	Beijing Hengbin Trading Co., Ltd.	https://hengbintrade.en.alibaba.com/productlist.html?spm=a2700.shop_feeds.88.5
2.	Changsha Runfeng E-Commerce Co., Ltd.	https://ruunsports.en.alibaba.com/company_profile.html?spm=a2700.wholesale.0.0.4f6d775ftIQLdT
3.	Ningbo Creative Import & Export Co., Ltd.	https://creativeness.en.alibaba.com/minisiteentrance.html?spm=a2700.wholesale.cordpanyb.2.6ebc1f7bTchn3D&from=detail&productId=1600212168943
4.	Shenzhen Hemu'an Technology Co., Ltd.	https://hemuan.en.alibaba.com/productlist.html?spm=a2700.shop_feeds.88.15
5.	Yangzhou Step Toys And Gifts Co., Ltd.	https://stephome.en.alibaba.com/feeds.html?spm=a2700.shop_pl.88.42
6.	Yangzhou Tong Caiyan International Trade	https://yztcy.en.alibaba.com/company_profile.html?spm=a2700.wholesale.0.0.2043189c4qbuYM
7.	Yantai Renewed Summer Trading Co., Ltd	https://ytchongqixiatian.en.alibaba.com/productlist.html?spm=a2700.shop_cp.88.14
8.	Yiwu Bobo Toys Co., Ltd.	https://yiwubobotoys.en.alibaba.com/feeds.html?spm=a2700.shop_cp.88.34
9.	Yiwu Linxi Import & Export Co., Ltd.	https://linxi888.en.alibaba.com/company_profile.html?spm=a2700.shop_co.88.44
10.	Yiwu Transen Import & Export Co., Ltd.	https://transenchina.en.alibaba.com/feeds.html?spm=a2700.shop_cp.88.42
11.	24H Comfortable Life Store	https://www.aliexpress.com/store/1101967506
12.	A gift Store	https://www.aliexpress.com/store/1101408986
13.	A ITOY Store	https://www.aliexpress.com/store/1101908428?spm=a2g0o.detail.100005.1.73af5a6eriSc4k
14.	Conch girl toy store Store	https://es.aliexpress.com/store/1101761113?spm=a2g0o.detail.100005.1.1785421cnC2Azf
15.	FACFIRM Nursery Store	https://www.aliexpress.com/store/1101956140
16.	FLFLTOY Quality Toy Official Store	https://flfltoyofficial.aliexpress.com/store/1101800545?spm=a2g0o.detail.100005.1.3ce67e6a3asPkx
17.	Good Official Store	https://es.aliexpress.com/store/1102142128?spm=a2g0o.detail.100005.1.5bb415fafz6pOx

Doe No.	Defendant Seller	Defendant Online Marketplace
18.	Kawaii anime plush toy Store	https://www.aliexpress.com/store/1101937889
19.	KK toyofficial Store	https://www.aliexpress.com/store/1101706230
20.	Microsoft Official Store	https://www.aliexpress.com/store/1102143107?spm=a2g0o.detail.100005.1.23a2583cY0LVzX
21.	Minivo Store	https://www.aliexpress.com/store/1101589818?spm=a2g0o.detail.100005.1.55327d87vlE0rY
22.	MIT Official Store Store	https://es.aliexpress.com/store/1102107774
23.	Octopus Official Store	https://www.aliexpress.com/store/feedback-score/1101756989.html?spm=a2g0o.store_pc_home.pcShopHead_6000865086311.4
24.	Shop1100127070 Store	https://www.aliexpress.com/store/1101992463?spm=a2g0o.detail.100005.1.283e14e1tiqXdt
25.	Shop1100369347 Store	https://ar.aliexpress.com/store/1102051208
26.	Sute Vending Machine Store	https://www.aliexpress.com/store/1102035337?spm=a2g0o.detail.100005.1.7cca2092xmKdRj
27.	AMZccom	https://www.amazon.com/sp?seller=A1MI2SIZGWSH5F
28.	Bornfresh products	https://www.amazon.com/sp?seller=A3IQYR5MHF8KPL
29.	Ichear	https://www.amazon.com/sp?seller=A3B7NIYFXNA1LE
30.	jixinggehd	https://www.amazon.com/sp?seller=A1S95SDPK09RFZ
31.	Mae west	https://www.amazon.com/sp?seller=A1JPQWHR19HRS1
32.	1982emmy	https://www.ebay.com/usr/1982emmy
33.	1-best-deal-ltd	https://www.ebay.com/usr/1-best-deal-ltd
34.	24hrs_prime	https://www.ebay.com/usr/24hrs_prime
35.	all_things_retro_uk	https://www.ebay.com/usr/all_things_retro_uk
36.	an-844627	https://www.ebay.com/usr/an-844627
37.	anime.otaku	https://www.ebay.com/usr/anime.otaku
38.	backflipbacktuckwow	https://www.ebay.com/usr/backflipbacktuckwow

Doe No.	Defendant Seller	Defendant Online Marketplace
39.	bratka1978	https://www.ebay.com/usr/bratka1978
40.	butterflyboutiquec	https://www.ebay.com/usr/butterflyboutiquec
41.	cafelatte101	https://www.ebay.com/usr/cafelatte101
42.	classicimageco	https://www.ebay.com/usr/classicimageco
43.	devjaya-25	https://www.ebay.com/usr/devjaya-25
44.	dkdglobal	https://www.ebay.com/usr/dkdglobal
45.	gec39	https://www.ebay.com/usr/gec39
46.	giftandgadget	https://www.ebay.com/usr/giftandgadget
47.	giftgrabuk	https://www.ebay.com/usr/giftgrabuk
48.	goldengoddess11	https://www.ebay.com/usr/goldengoddess11
49.	grla_3338	https://www.ebay.com/usr/grla_3338
50.	halle_p_toys	https://www.ebay.com/usr/halle_p_toys
51.	hker42	https://www.ebay.com/usr/hker42
52.	ifyclothing	https://www.ebay.com/usr/ifyclothing
53.	ivan7tr	https://www.ebay.com/usr/ivan7tr
54.	jamewrigh-131	https://www.ebay.com/usr/jamewrigh-131
55.	jennycliff_wotnots	https://www.ebay.com/usr/jennycliff_wotnots
56.	leemoorhouse1982	https://www.ebay.com/usr/leemoorhouse1982
57.	mr_ali1	https://www.ebay.com/usr/mr_ali1
58.	ninetyone-online-superstore	https://www.ebay.com/usr/ninetyone-online-superstore
59.	nitroustdi	https://www.ebay.com/usr/nitroustdi
60.	occo-x	https://www.ebay.com/usr/occo-x
61.	omotenashi-uk	https://www.ebay.com/usr/omotenashi-uk
62.	peace-lilly	https://www.ebay.com/usr/peace-lilly
63.	prestige-goodsuk	https://www.ebay.com/usr/prestige-goodsuk
64.	redraylimited	https://www.ebay.com/usr/redraylimited
65.	rrsaleslimited	https://www.ebay.com/usr/rrsaleslimited

Doe No.	Defendant Seller	Defendant Online Marketplace
66.	sakura.store.japan.3	https://www.ebay.com/usr/sakura.store.japan.3
67.	sam.maxwell	https://www.ebay.com/usr/sam.maxwell
68.	sovina	https://www.ebay.com/usr/sovina
69.	steelcityonline	https://www.ebay.com/usr/steelcityonline
70.	sweetlitleloulou	https://www.ebay.com/usr/sweetlitleloulou
71.	takaiw-91	https://www.ebay.com/usr/takaiw-91
72.	thomuk-diurb4bk	https://www.ebay.com/usr/thomuk-diurb4bk
73.	tiedupx	https://www.ebay.com/usr/tiedupx
74.	tildazmunkeejack	https://www.ebay.com/usr/tildazmunkeejack
75.	toyjouet	https://www.ebay.com/usr/toyjouet
76.	tristan.kueck	https://www.ebay.com/usr/tristan.kueck
77.	truelions	https://www.ebay.com/usr/truelions
78.	uk-hoverboards	https://www.ebay.com/usr/uk-hoverboards
79.	zigzagfairr	https://www.ebay.com/usr/zigzagfairr
80.	alpheccasartt	https://www.etsy.com/shop/alpheccasartt?ref=profile_header
81.	COUUShoww	https://www.etsy.com/shop/COUUShoww?ref=simple-shop-header-name&listing_id=1257371488
82.	FiziFiziShop	https://www.etsy.com/shop/FiziFiziShop?ref=simple-shop-header-name&listing_id=1251878871
83.	Joytaminn	https://www.etsy.com/shop/Joytaminn
84.	KailaDesignShop	https://www.etsy.com/shop/KailaDesignShop
85.	PlushGiftWorld	https://www.etsy.com/shop/PlushGiftWorld
87.	goldbizarre.com	http://goldbizarre.com
88.	Beautiful Meet	https://www.joom.com/en/stores/61961f9a434112611d4974d8
89.	Lishimin	https://www.joom.com/en/stores/625cc0805f36083268b9f0b5

Doe No.	Defendant Seller	Defendant Online Marketplace
90.	Pearl-Jewelry	https://www.joom.com/en/stores/5f93fb3f9095150306eeaecd
91.	RCMY Toys	https://www.joom.com/en/stores/624d8060974d33577446be61
92.	shoothe breeze	https://www.joom.com/en/stores/5d8c695c1436d403012e219f
93.	Turkish Outlet	https://www.joom.com/en/stores/6280dec363ca68f9014a0805
97.	orchidspace.com	http://orchidspace.com
98.	pluffbox.com	http://pluffbox.com
99.	Designer QA	https://www.redbubble.com/people/DesignerQA/shop
100.	growingneem	https://www.redbubble.com/people/growingneem/shop
101.	MadeByBeata	https://www.redbubble.com/people/MadeByBeata/shop
102.	magg33	https://www.redbubble.com/people/magg33/shop
103.	MenelickK	https://www.redbubble.com/people/MenelickK/shop
104.	sticker1glor	https://www.redbubble.com/people/sticker1glor/shop
108.	storeigoz.com	http://storeigoz.com
109.	anniant 0	https://www.ebay.com/usr/anniant_0
110.	charmingman217	https://www.ebay.com/usr/charmingman217
111.	spectrum-toys	https://www.ebay.com/usr/spectrum-toys
112.	ageuk	https://www.ebay.com/usr/ageuk

Doe No.	Defendant Seller	Defendant Online Marketplace
113.	superstarmedia1	https://www.ebay.com/usr/superstarmedia1
114.	kuang_3211	https://www.ebay.com/usr/kuang_3211
115.	beckybanks	https://www.ebay.com/usr/beckybanks
116.	crys_ram4	https://www.ebay.com/usr/crys_ram4
117.	skyrio	https://www.ebay.com/usr/skyrio
118.	ummoha_0	https://www.ebay.com/usr/ummoha_0
119.	fjb79-5	https://www.ebay.com/usr/fjb79-5
120.	jasonjenkins37	https://www.ebay.com/usr/jasonjenkins37
121.	JUSTSL shoes	https://www.joom.com/en/stores/61b803a42ff702b29c2f6568
122.	a-and-m-store-japan	https://www.ebay.com/usr/a-and-m-store-japan
123.	aralek_53	https://www.ebay.com/usr/aralek_53
124.	jajjay-79	https://www.ebay.com/usr/jajjay-79
125.	slavko_1	https://www.ebay.com/usr/slavko_1